

**EXHIBIT "D-1"**  
**TO**  
**AMENDED AND RESTATED SERVICES AGREEMENT IN LIEU OF ANNEXATION**  
**FIRST AMENDMENT TO THE LANDOWNER'S CONSENT TO ANNEXATION**

**FIRST AMENDMENT TO THE  
LANDOWNER'S CONSENT TO ANNEXATION**

This **FIRST AMENDMENT TO THE LANDOWNER'S CONSENT TO ANNEXATION** (this "*Amendment*") is made and entered into as of the date on which the following parties have signed this Amendment:

**CITY:** CITY OF SAN ANTONIO, TEXAS, a municipal corporation; and

**LANDOWNER:** LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation; and

agreed to and acknowledged by:

**PARTNERSHIP:** CCRHD LIMITED PARTNERSHIP, a Delaware partnership.

**RECITALS**

A. Landowner owns (or controls ownership through Partnership) an aggregate of approximately 2,597.6473 acres of real property in Bexar County, Texas, located within the exclusive extraterritorial jurisdiction of City.

B. City, the five representatives appointed by the Bexar County Commissioners Court under *Section 43.0562(b)* and Landowner have entered into that certain Amended and Restated Agreement For Services In Lieu of Annexation (the "*Services Agreement*"), pursuant to which City has agreed to the continuation of the extraterritorial status of the Land, subject to the terms of the Services Agreement.

C. As part of the consideration for City's agreement to enter into the Services Agreement, Landowner has agreed that, at such time as the Services Agreement has terminated, either pursuant to the expiration of the Term or upon a Termination Event (as those terms are defined herein), City may annex the Land upon the terms and agreements set forth in the Landowner's Consent to Annexation, effective December 31, 2002, by Landowner and for the benefit of City (the "*Landowner's Consent*").

D. The Landowner has agreed to amend the Landowner's Consent and Partnership has agreed to and acknowledged such amendment, due to certain changes in circumstances since the effective date of the Landowner's Consent.

**NOW, THEREFORE**, Landowner and does hereby amend the Landowner's Consent (and Partnership does hereby agree to and acknowledge such amendment) as follows:

**ARTICLE I  
AMENDMENT TO THE LANDOWNER'S CONSENT**

**1.1 Recitals.** Recital C of the Landowner's Consent is hereby amended and restated in its entirety as follows:

"C. Pursuant to *Section 43.0563, Texas Local Government Code*, City, Landowner and the five representatives appointed by the Bexar County Commissioners Court under *Section 43.0562(b)* have entered into that certain Amended and Restated Agreement For Services In Lieu of Annexation (the "*Services Agreement*"), pursuant to which City has agreed to the continuation of the extraterritorial status of the Land."

**ARTICLE II  
MISCELLANEOUS**

**2.1 Ratification.** Except as expressly amended hereby, all terms and provisions of the Landowner's Consent remain unamended, unmodified and in full force and effect. The Landowner's Consent, as amended hereby, and all rights and powers created thereby, is in all respects ratified and confirmed. From and after the date hereof, all references to the Landowner's Consent shall be deemed to mean the Landowner's Consent as amended by this Amendment.

**2.2 Counterparts.** This Amendment may be executed in counterparts, each of which, when executed and delivered, shall for all purposes be deemed an original. All of the counterparts, when taken together, shall constitute but one and the same Amendment.

**2.3 Joinder by CCHRD Limited Partnership.** Landowner has previously conveyed a tract of 30.86 acres, more or less, of the Land to CCHRD Limited Partnership. CCHRD Limited Partnership joins in the execution of this Amendment to evidence its acknowledgment of the terms of this Amendment and its agreement to such terms.

**[Signature Pages to Follow]**

Signed by each party as of the date of the acknowledgment of such party.

**LANDOWNER:**

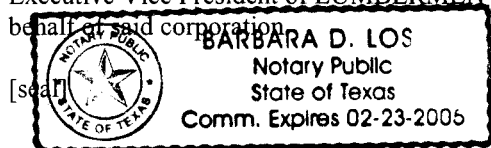
**LUMBERMEN'S INVESTMENT CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_

*John Pierret*  
John Pierret  
Executive Vice President

THE STATE OF TEXAS       §  
                                  *Dallas*       §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on January 14, 2005 by John Pierret, Executive Vice President of LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation, on behalf of said corporation.



*Barbara D Losy*  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Printed/Typed Name

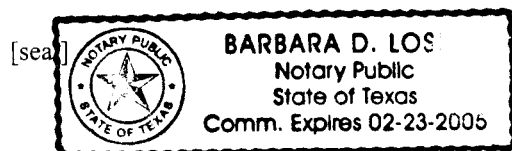
**Acknowledged and Agreed by Partnership:**

**CCRHD LIMITED PARTNERSHIP**  
By: LIC VENTURES, INC., its general partner

*John Pierret*  
John Pierret, Executive Vice President

THE STATE OF TEXAS       §  
                                  *Dallas*       §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on January 14, 2005 by JOHN PIERRET, Executive Vice President of LIC VENTURES, INC., the general partner of CCRHD LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of said corporation and partnership.



*Barbara D Losy*  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

Printed/Typed Name

CITY:

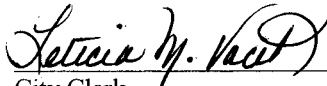
CITY OF SAN ANTONIO, TEXAS



J. Rolando Bono  
Interim City Manager

CAB

ATTEST:

  
City Clerk



APPROVED AS TO FORM:

  
Andrew F. Martin, City Attorney

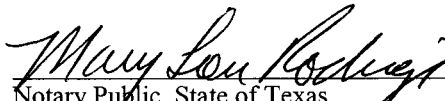
THE STATE OF TEXAS

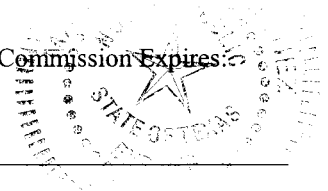
COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me on JANUARY 28, 2005, by  
J. ROLANDO BONO, as CITY MANAGER of the CITY OF SAN ANTONIO,  
TEXAS, a municipal corporation, on behalf of said corporation.

[seal]

  
Notary Public, State of Texas

My Commission Expires: 

MARY LOU RODRIGUEZ  
Printed/Typed Name